CHAPTER 1

INTRODUCTION

The Wai 785 (Te Tau Ihu) inquiry completed its hearings in 2004. In January 2006, the claimants requested a preliminary report on issues relating to their customary rights in order to assist the negotiation process. At that time, the Tribunal preferred to write a report on the claims as a whole, because the issues relating to customary rights were inextricable from other aspects of the claims. We have now completed sufficient material for our final report to meet the parties' request for a preliminary one, whilst addressing the substantial overlap between claim issues. We publish this report in the expectation that it will assist negotiations between the claimants and the Crown. It is a preliminary report, and does not deal with all matters at issue between the parties.

1.1 The Te Tau Ihu Inquiry

The tangata whenua call the northern South Island by the name of Te Tau Ihu o te Waka a Maui. This name refers to the prow (te tau ihu) of the canoe (o te waka) of Maui (a Maui) and commemorates the fishing up of the North Island by Maui from his canoe (the South Island – Te Waka a Maui).[1] In this report, we have used the name Te Tau Ihu for our northern South Island inquiry district, which constitutes the region north of the statutorily defined Ngai Tahu takiwa (see map 1). Maori iwi, hapu, whanau, and individuals of that district have filed 31 claims, which overlap with each other in terms of geography, common actions of the Crown and their effects, and iwi rohe. These claims were grouped together for concurrent inquiry by the Waitangi Tribunal.

The Te Tau Ihu Tribunal panel was appointed in 1999. Its presiding officer is Wilson Isaac, Deputy Chief Judge of the Maori Land Court. The other members are Rangitihi Tahuparae, Professor Keith Sorrenson, Pamela Ringwood, and John Clarke. Mr Clarke was appointed to this Tribunal in 2003, after the resignation of Roger Maaka. We began hearing the claims in August 2000, after the compilation of the casebook of evidence, and we completed our hearings in March 2004 (see the appendix).

1. Hilary Mitchell and Maui John Mitchell, 'A History of Maori of Nelson and Marlborough', 2 vols, report commissioned by Te Runanganui o Te Tau o Te Waka a Maui, 1992 (doc A9), vol 1, ch 1, pp 4–6

1.1.1

Under the Treaty of Waitangi Act 1975 and its amendments, we have the task of conducting an inquisitorial process to ascertain whether certain acts or omissions of the Crown have breached the principles of the Treaty of Waitangi. If we find that Treaty breaches have taken place, we must then determine whether the claimants have suffered prejudice. If we find the claims to be well founded and the claimants to have been prejudiced, we may then make recommendations for the removal of the prejudice and the prevention of its recurrence. This process is dedicated to healing the nation's past and restoring the Treaty relationship between the Crown and Maori. The Crown acknowledged in our inquiry that it had breached the Treaty in respect of some of the claims made by the Te Tau Ihu tribes and that appropriate redress should be negotiated in those cases. These negotiations have commenced since the completion of our hearings. The purpose of this preliminary report is to aid the parties in their negotiations and to assist in an early resolution of the grievances that Te Tau Ihu iwi have against the Crown.

1.1.1 The claims

The Maori iwi and hapu of Te Tau Ihu have described their identity in the following terms:

- Rangitane, Ngati Apa, and Ngati Kuia are descendants of the captain and crew of the Kurahaupo waka. They were the tangata whenua of Te Tau Ihu in the 1820s and 1830s, when the Kawhia–Taranaki tribes migrated to the district.
- Ngati Toa Rangatira, Ngati Rarua, Ngati Koata, Ngati Tama, and Te Atiawa migrated to Te Tau Ihu in the 1820s and 1830s. Their original rohe are located in the Kawhia and Taranaki districts. Some have affiliations to the Tainui waka, others to the Tokomaru waka. Ngati Koata settled as a result of a tuku from Tutepourangi, an ariki of the Kurahaupo tribes. The other northern iwi migrated after a series of battles and victories, and settled alongside Ngati Koata and the defeated Kurahaupo peoples.

There has been intermarriage between all eight iwi, and they are bound together by whakapapa, co-residence, and overlapping customary rights. One registered claim, Wai 102, was presented on behalf of all of them to ensure that all descendants of the eight tribes are included in the claims process. In addition, the relationships are complex and there is some competition between the iwi, each of which has filed their own overarching claim as follows: Wai 44, on behalf of Rangitane; Wai 207, on behalf of Ngati Toa Rangatira; Wai 521, on behalf of Ngati Apa; Wai 561, on behalf of Ngati Kuia; Wai 566, on behalf of Ngati Koata; Wai 594, on behalf of Ngati Rarua; Wai 607, on behalf of Te Atiawa; and Wai 723, on behalf of Ngati Tama.[2]

These claims concern many actions or omissions of the Crown in alleged breach of the

2. In October 2003, we ruled that the 'Ngati Awa' claim of Edward Chambers (Wai 469) was not in fact for a separate or different kin group from that of Te Atiawa, by which name the iwi is known today. We declined to inquire further into Wai 469: Tribunal, memorandum concerning status of Wai 469 claim, 17 October 2003 (paper 2.736).

principles of the Treaty of Waitangi. Our preliminary report focuses on the claim that the Crown has breached the Treaty by:

- failing to inquire properly into the customary rights of Te Tau Ihu Maori before purchasing land or confirming purchases;
- failing to respect, provide for, or permit their exercise of tino rangatiratanga while purchasing land or confirming purchases;
- failing to obtain the consent of the correct customary right-holders, expressed according to their own customary mechanisms, before purchasing land or confirming purchases;
- failing to carry out correct or legitimate purchases of land and wrongly confirming New Zealand Company purchases as correct or legitimate; and
- as a result, wrongly and unfairly depriving Te Tau Ihu Maori of their customary resource-use and land entitlements, to their great and lasting social, cultural, and economic prejudice.

In addition, there is a claim on behalf of the shareholders of the Wakatau Incorporation and also various hapu, whanau, and specific claims filed by Te Tau Ihu Maori which are not the subject of this preliminary report. Those claims will be addressed in our final report.

1.1.2 Te Tau Ihu claims in the Ngai Tahu statutory takiwa

In August 2000, Ngai Tahu challenged the Tribunal's jurisdiction to consider components of any Te Tau Ihu claim that fell inside Ngai Tahu's statuorily-defined takiwa or district (see map 1). After lengthy litigation during our hearing process, the courts resolved that the Tribunal has jurisdiction to report on Te Tau Ihu claims south of that boundary and that Ngai Tahu should have third-party status and be accorded a hearing in our inquiry. Matters with regard to the alleged customary rights of Te Tau Ihu tribes inside Ngai Tahu's statutory takiwa will not be dealt with in this report.

1.2 The Preliminary Report

During the course of our inquiry, the respective customary rights and interests of the eight iwi, and the treatment of those interests by the Crown, emerged as a key issue. In January 2006, after making progress towards negotiations, counsel for Rangitane, Ngati Apa, and Ngati Kuia requested a conference to consider their application for a preliminary report. The claimants argued that an early report on their customary rights would be of great benefit to the negotiations.[3] Their request was supported by a letter from Tainui Taranaki

3. Counsel for Ngati Apa, Rangitane, and Ngati Kuia, joint memorandum requesting procedural conference on timing of release of Tribunal's findings, 20 January 2006 (paper 2.799)

ki te Tonga Limited on behalf of Ngati Koata, Ngati Rarua, Ngati Tama, Te Atiawa, and the Wakatu Incorporation. We considered this request but turned it down. In our view, the Crown's treatment of customary rights permeated the whole report, and it would have been premature to disentangle those matters for a separate report. We also anticipated the completion of our full report in December of that year.[4]

In October 2006, we reviewed progress towards the completion of our report. It became clear that further time was required to address the complex issues before us but that sufficient material was ready for us now to meet the claimants' request for a preliminary report on customary rights. Inevitably, this required us to address related issues in that report. We have done so where necessary, reserving other matters for our final report. In so far as issues are dealt with comprehensively in this preliminary report, our discussion and findings are final. It is not, however, a complete report on all issues raised by the Te Tau Ihu claimants, so we make no final findings as to prejudice, nor recommendations for redress. We trust that this is sufficient to assist the claimants and Crown in their negotiations.

One major area of relevance to the issue of customary rights, and the Crown's treatment of them, has been reserved for our final report. We have not considered here the Native Land Court's treatment of customary rights, nor the claims against the Crown arising from that treatment.

In chapter 2, we provide our interpretation of the customary history and rights of the claimants, as described to us in the evidence of their tangata whenua experts, their historians, and other historians. We outline both our view of customary law as it relates to the rights of conquerors and of still-occupant defeated peoples and our findings as to the nature and distribution of customary rights among the claimant iwi.

In chapter 3, we address generic aspects of the claims against the Crown, in terms of the Crown's Treaty duty to purchase land or to confirm purchases from the correct rightholders (according to Maori customary law) and through the correct leaders and institutions (according to the operation of tino rangatiratanga). Having established the foundations of the Crown's Treaty duty and the standards appropriate at the time, we then consider the detailed actions of the Crown in terms of confirming the New Zealand Company purchases via the Spain commission (ch 4), and the Crown's own purchases of land (ch 5). Our conclusions and findings are summarised in chapter 6.

1.3 Treaty Principles

The Tribunal evaluates claims in light of the plain meaning of the terms of the Treaty and of the overarching principles which arise from the Treaty relationship forged between the

4. Presiding officer, memorandum declining request for procedural conference and advising of anticipated release date of report, 21 April 2006 (paper 2.801)

Crown and Maori in 1840. The articles and principles of the Treaty have been explained in detail in previous reports of the Tribunal, and we rely on those reports, without duplicating their detailed explanations here. In brief, the following principles – partnership, reciprocity, autonomy, active protection, options, equity, and equal treatment – apply to the Te Tau Ihu claims.

1.3.1 Partnership

In the words of the president of the Court of Appeal, 'the Treaty signified a partnership between the races' and each partner had to act towards the other 'with the utmost good faith which is the characteristic obligation of partnership'.[5] The obligations of partnership included the duty to consult Maori and to obtain the full, free, and informed consent of the correct right-holders in any transaction for their land.

1.3.2 Reciprocity

Above all, the partnership is a reciprocal one, involving fundamental exchanges for mutual advantage and benefits. Maori ceded to the Crown the kawanatanga (governance) of the country, in return for the guarantee and protection of their tino rangatiratanga (full authority) over their land, people, and taonga. Maori also ceded the right of pre-emption over their lands, on the basis that this would be exercised in a protective manner and in their own interests, so that the settlement of the country would then proceed in a fair and mutually advantageous manner.[6]

1.3.3 Autonomy

In the mutual recognition of kawanatanga and tino rangatiratanga, the Crown guaranteed to protect Maori autonomy, which the Turanga Tribunal defined as 'the ability of tribal communities to govern themselves as they had for centuries, to determine their own internal political, economic, and social rights and objectives, and to act collectively in accordance with those determinants'.[7] Inherent in Maori autonomy and tino rangatiratanga is their own customary law and institutions, and the right to determine their own decision-makers and land entitlements.

5. *New Zealand Maori Council v Attorney-General* [1987] 1 NZLR 641, 665 (CA) (the *Lands* case)
6. Waitangi Tribunal, *The Ngai Tahu Report 1991*, 3 vols (Wellington: Brooker and Friend Ltd, 1991), vol 2, pp 238–245
7. Waitangi Tribunal, *Turanga Tangata Turanga Whenua: The Report on the Turanganui a Kiwa Claims*, 2 vols (Wellington: Legislation Direct, 2004), vol 1, p 113

1.3.4

1.3.4 Active protection

The Crown's duty to protect the just rights and interests of Maori arises from the plain meaning of the Treaty, the promises that were made at the time (and since) to secure its acceptance, and the principles of partnership and reciprocity. This duty is, in the view of the Court of Appeal, 'not merely passive but extends to active protection of Maori people in the use of their lands and waters to the fullest extent practicable'. The Crown's responsibilities are 'analagous to fiduciary duties'.[8] Active protection requires honourable conduct and fair processes from the Crown, and full consultation with – and, where appropriate, decision-making by – those whose interests are to be protected.

1.3.5 Options

The Treaty envisaged a place in New Zealand for two peoples with their own laws and customs in which the interface was governed by partnership and mutual respect. Inherent in the Treaty relationship was that Maori, whose laws and autonomy were guaranteed and protected, would have options when settlement and the new society developed. They could choose to continue their tikanga and way of life largely as it was, to assimilate to the new society and economy, or to combine elements of both and walk in two worlds. Their choices were to be free and unconstrained.[9]

1.3.6 Equity

The obligations arising from kawanatanga, partnership, reciprocity, and active protection required the Crown to act fairly as between settlers and Maori. The interests of settlers could not be prioritised to the disadvantage of Maori.[10] Where Maori have been disadvantaged, the principle of equity – in conjunction with the principles of active protection and redress – requires active measures to restore the balance.

1.3.7 Equal treatment

The principles of partnership, reciprocity, autonomy, and active protection required the Crown to act fairly as between Maori groups. It could not unfairly advantage one group of Maori over another where their circumstances, rights, and interests were broadly the same.[11]

8. *New Zealand Maori Council v Attorney-General*, p 665

9. Waitangi Tribunal, *Report of the Waitangi Tribunal on the Muriwhenua Fishing Claim*, 2nd ed (Wellington: Government Printing Office, 1989), p 195

10. Waitangi Tribunal, *The Napier Hospital and Health Services Report* (Wellington: Legislation Direct, 2001), pp 61–64

11. Waitangi Tribunal, *Te Raupatu o Tauranga Moana: Report on the Tauranga Confiscation Claims* (Wellington: Legislation Direct, 2004), pp 24–25

1.4 Overview of Relevant Historical Events, 1825–56

The focus of chapters 3 to 6 of this report is on the actions of the Crown, and their consistency with the Treaty, in the period from 1840 to 1856. This section provides a very brief overview of relevant historical events in order to provide a factual context for later chapters. Fuller detail on various events will be contained in our final report.

There are some difficulties with attaching an exact chronology to events prior to 1839. The occupation of Te Tau Ihu by the Kurahaupo iwi (Rangitane, Ngati Kuia, and Ngati Apa) was disturbed by the arrival of tribes from Kawhia and Taranaki in the 1820s. In about 1825–27, Tutepourangi made a tuku (customary gift) of land on the western side to some of the northern migrants, after the defeat of his people at the battle of Waiorua (at Kapiti Island). A series of taua (war expeditions) from around 1827 to 1832 engaged and defeated the Kurahaupo peoples and struck south, deep into Ngai Tahu territory. These taua were followed by both skirmishes and marriages. Ngati Toa, Ngati Rarua, Te Atiawa, Ngati Tama, and Ngati Koata migrated to and settled at various sites in Te Tau Ihu. Tributary Kurahaupo communities survived under their own chiefs, as did small, unsubdued groups in the interior.

1839

The New Zealand Company dispatched Colonel Wakefield to purchase land for its settlements. He signed deeds with Ngati Toa leaders, including Te Rauparaha, at Kapiti and with Te Atiawa leaders in Queen Charlotte Sound, purportedly conveying about 20 million acres to the company (see map 2).

Lord Normanby sent Captain Hobson to treat with Maori for the sovereignty of part or all of New Zealand, based on key instructions as to how his Government should conduct itself towards Maori.

1840

Hobson issued proclamations forbidding the private purchasing of land from Maori.

Henry Williams and Major Bunbury brought copies of the Treaty to Raukawa Moana, where it was signed by various Te Tau Ihu leaders on both sides of the straits.

In November, the British Government and the company signed an agreement (referred to as the November Agreement). The New Zealand Company was awarded four acres for every pound it had spent on colonisation (this arrangement was referred to as the Pennington award, named for the accountant who made it).

1841

The Legislative Council passed the Land Claims Ordinance, which authorised commissioners to inquire into the validity of pre-1840 transactions and to recommend grants to the Governor.

1.4

1841—*continued*

The British Government dispatched Commissioner William Spain to inquire into the New Zealand Company's titles. Lord John Russell (the Secretary of State for the Colonies) ordered a registration of Crown, private, and Maori land titles.

The New Zealand Company decided to establish a settlement in Te Tau Ihu, based on its Kapiti (and Queen Charlotte Sound) deeds. Captain Wakefield held a hui with the Maori leaders of Tasman Bay and gave them 'presents upon settling', since private purchases were illegal. The Nelson settlement was thus established.

1842

Captain Wakefield met with Golden Bay rangatira and made additional 'presents upon settling' in that district. Surveying in Golden Bay and the removal of coal was followed by the use of police powers against Maori who protested.

The Government enacted a revised Land Claims Ordinance, adopting the November Agreement formula of four acres per pound spent, but this was disallowed in London. The 1841 ordinance therefore remained in force.

Commissioner Spain began his Port Nicholson inquiry and advised the Government that, if a compensation approach was not adopted, the New Zealand Company would have very little in the way of a valid title. (Acting Governor Shortland and Governor FitzRoy later approved this change of approach.)

1843

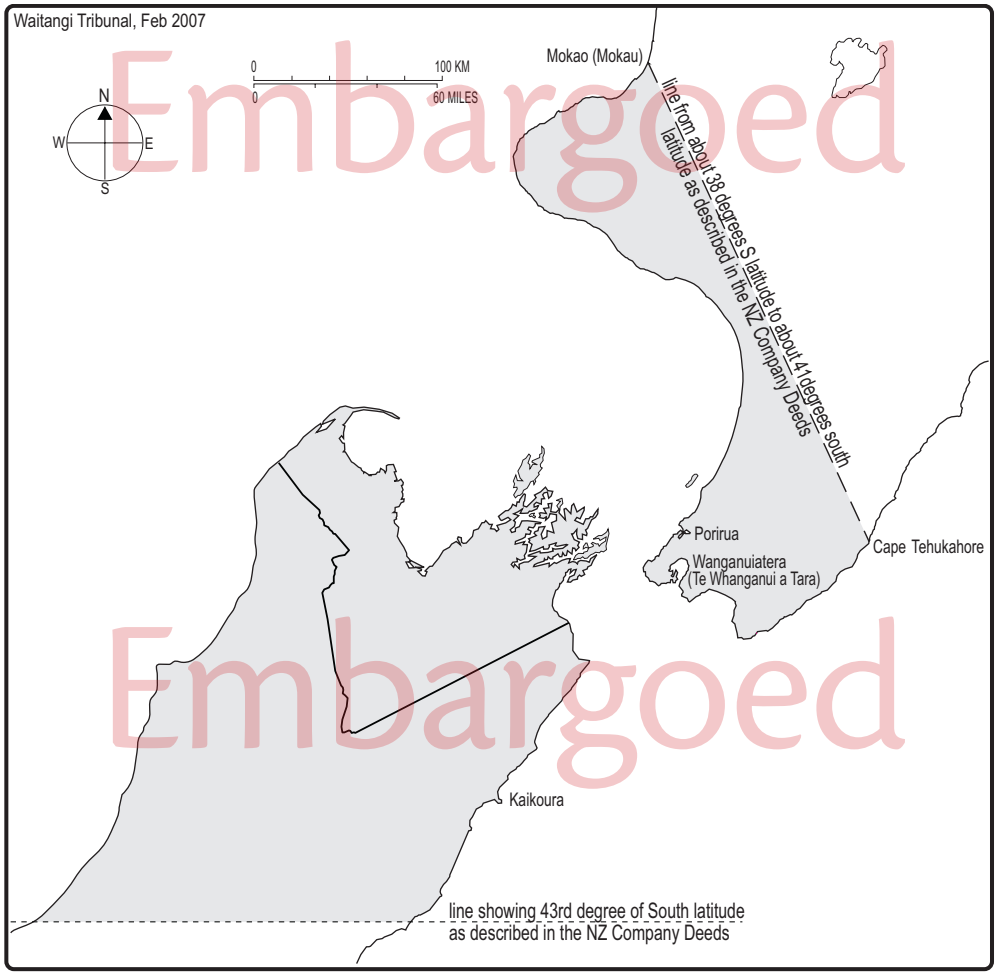
The New Zealand Company's attempt to survey the Wairau district, and to use police powers against Ngati Toa leaders, resulted in armed confrontation. Upon inquiry, Governor FitzRoy was satisfied that Maori were not in the wrong, and he took no action. (Governor Grey later reversed this decision.)

1844

A House of Commons committee chaired by Lord Howick (later Earl Grey) condemned the way in which the Treaty of Waitangi had been made and interpreted, and recommended that its article 2 guarantees be confined to land on which Maori actually had homes and cultivations (the waste lands theory). The Colonial Office rejected this influential perspective on the Treaty. Lord Stanley confirmed that Maori customary rights were guaranteed as and how they existed under Maori law.

Commissioner Spain sent an interpreter, Edward Meurant, to hold a brief preliminary inquiry with Te Tau Ihu Maori. Meurant visited Nelson and coastal parts of Tasman Bay.

Spain's subsequent arrival in Nelson resulted in a two-day hearing of evidence, with five company witnesses and one rangatira (Te Iti of Ngati Rarua) appearing. In the



Map 2: The area covered by the 1839 Kapiti deed. Source: Alexander Mackay, comp, *A Compendium of Official Documents Relative to Native Affairs in the South Island*, 2 vols (Wellington: Government Printer, 1872–73), vol 1, pp 64–65.

1844—*continued*

middle of Te Iti's evidence, both Colonel Wakefield and Protector Clarke applied for an adjournment, on the grounds that Te Iti had been untruthful and that further Maori evidence could not be called without additional consultation. On the following day (22 August), Wakefield applied for a suspension of the inquiry and offered to pay compensation instead. Spain and Clarke agreed, without consulting or seeking agreement from Maori. Clarke acted on behalf of Maori (as the Government's representative, not theirs) and negotiated £800 compensation.

Two days after the suspension of the inquiry, those Maori present apparently agreed to accept £500 and signed deeds of release. The remainder was reserved for the Golden Bay hapu, who were not present and later refused to take it. However, their refusal was not accepted and the money was banked on their behalf.

1.4

1845

Spain issued his report, awarding 151,000 acres in Tasman and Golden Bay to the New Zealand Company, excepting one-tenth and all Maori pa, urupa, and cultivations. After Governor FitzRoy accepted Spain's recommendation and issued a Crown grant to the company (see map 3), some Golden Bay Maori gave in and accepted a share of Spain's money, signing their own deeds. (The money was not paid until 1846, and it would later emerge that it was not distributed properly and that some Ngati Tama communities neither signed a deed nor received payment.)

Lord Stanley instructed the new Governor, George Grey, to scrupulously uphold the Treaty; to purchase land for the New Zealand Company (and to take care to ensure that he did so from the correct people); and to register Crown and Maori land titles, ascertaining if there was any unowned 'waste land' under Maori law.

1846

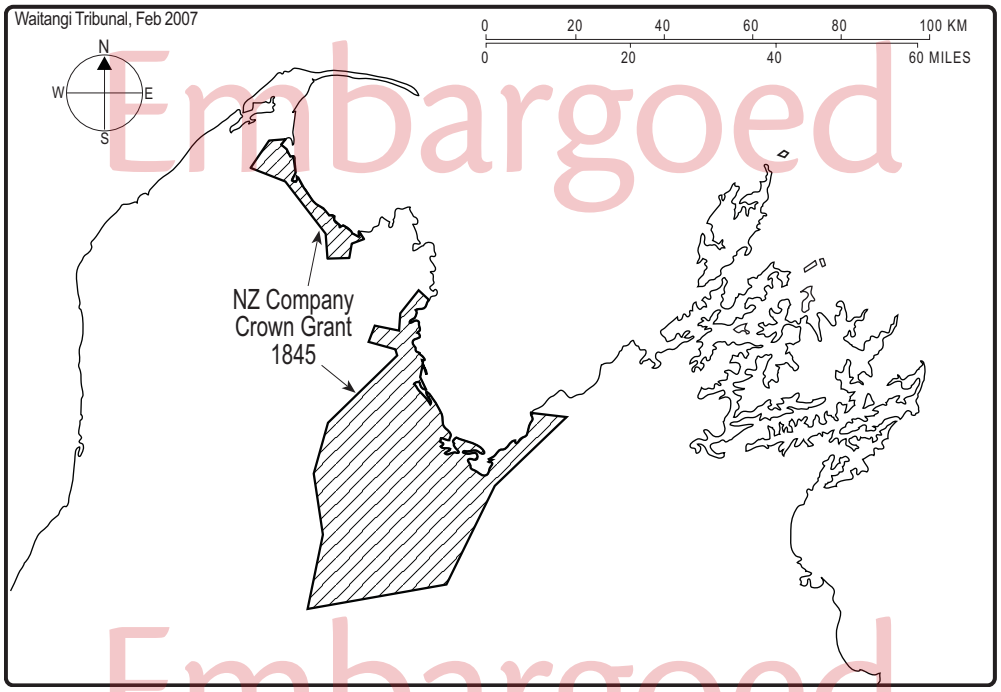
Governor Grey moved against Ngati Toa, arresting and holding Te Rauparaha and other leaders without trial for some 18 months, while at the same time fighting Te Rangihaeata's forces. Grey developed a strategy of pacifying and bringing the tribe under his influence by removing its leaders, crushing opposition by force, and pensioning the younger leaders by means of land purchase instalment payments.

Earl Grey became Secretary of State for the Colonies. In December, he instructed the Governor to register all Maori land, not according to Maori law but under the British 'waste lands' theory that indigenous people owned land they occupied only by building on it or cultivating it. Intangible associations with a place, as well as hunting, fishing, and other forms of resource-use or ahi ka, were not considered to confer any title on Maori. (Governor Grey did not receive these instructions until mid-1847.)

1847

Lieutenant-Governor Eyre sent a surveyor, C W Ligar, to explore the Wairau district and report on its nature, extent, and Maori ownership. Ligar reported that there were 13 principal leaders whose authority was required for any purchase but there were 'many others' who had rights as well. He argued that Rangitane did not retain rights.

Governor Grey purchased the Wairau and Kaikoura districts from three of the younger Ngati Toa leaders – Tamihana Te Rauparaha, Rawiri Puaha, and Matene Te Whiwhi – without the consent of Ngati Rarua, Rangitane, or the wider community of Ngati Toa Rangatira and right-holders, and without regard to the information in the Ligar report. Grey agreed to Maori retaining a reserve of some 117,000 acres, reporting to the Secretary of State that the company's waste lands theory could not stand *in one respect*; Maori required extensive 'waste' land for customary resource use (see map 4).



Map 3: The 1845 Crown grant. This map is based on Alexander Mackay's delineation of the boundaries, as given in AJHR, 1874, G-6. However, the area encompassed in Mackay's map was considerably more than the 151,000 acres that was in fact granted by the Crown on 29 July 1845. FitzRoy's grant stipulated the area as '151,000 acres of land, situate, lying and being in the several districts of the settlement of Nelson . . . that is to say, Wakatu or Nelson district, 11,000 acres; Waimea district, 38,000; Moutere district, 15,000 acres; Motueka district, 42,000 acres . . . and Massacre Bay district, 45,000 acres' (BPP, vol 5, p 124). In the absence of a more accurate map, we are reliant on Mackay's approximation.

1848

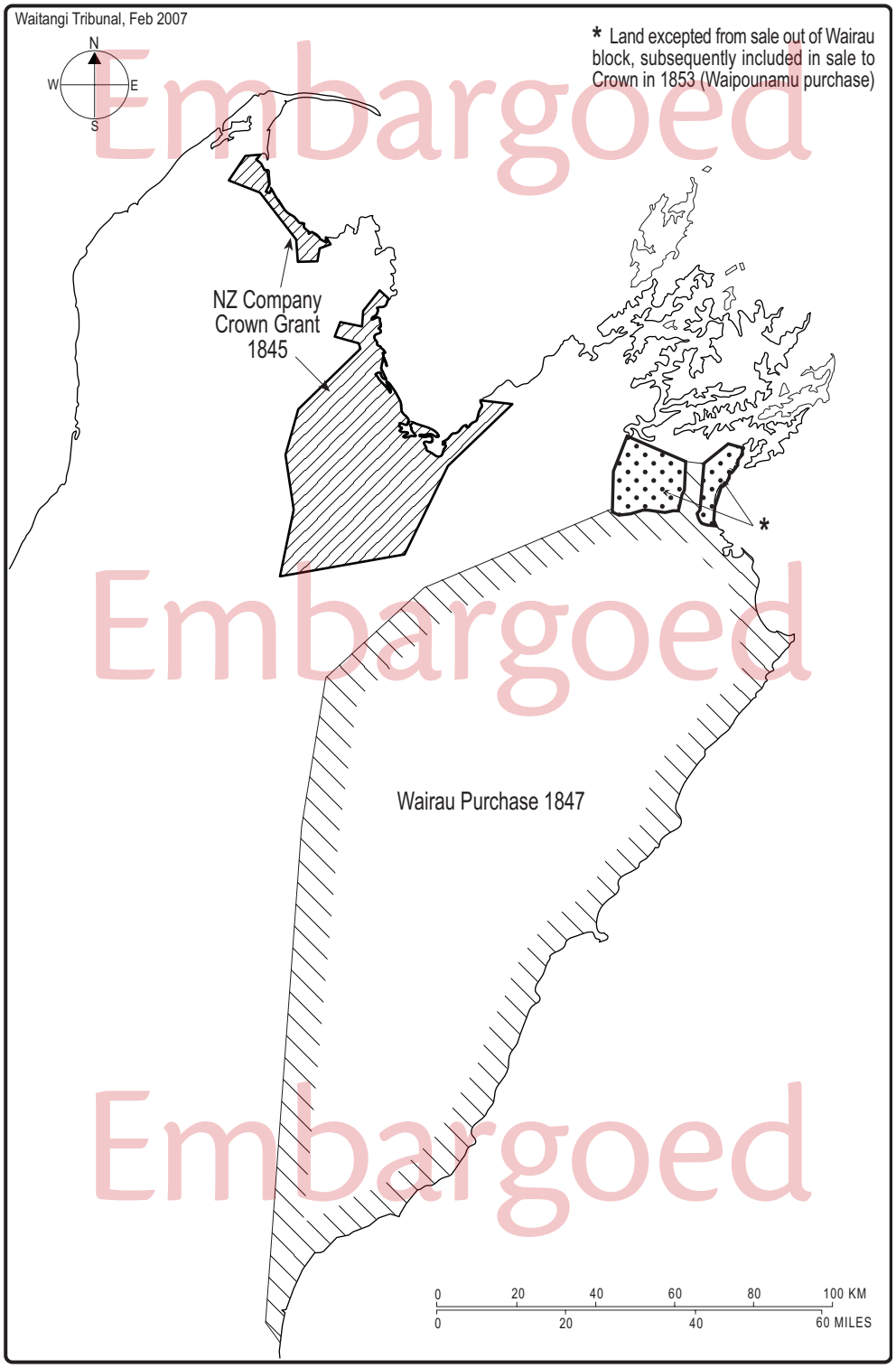
The Government and the New Zealand Company commenced their purchase of Waitohi as a port for the Wairau settlers. (Officials dealt with local right-holders Te Atiawa in a series of transactions until 1850. Ngati Toa claims to be included were ignored.)

Governor Grey informed Earl Grey that his waste land instructions could not be carried out without bloodshed but that they could be given effect by the 'nearly allied principle' of purchasing the waste lands for a nominal sum and then registering Maori interests in small occupation reserves. Earl Grey approved this compromise. He confirmed that, under the Treaty, Maori owned whatever land they were entitled to under their own law.

1850–52

Not recognising the extinguishment of their own rights, resident Maori occupied settler sections in various parts of Te Tau Ihu. In all cases, this was ultimately met by insistence on their removal rather than by additional deeds or compensation.

1.4



Map 4: The 1845 Crown grant and 1847 Crown purchase of Wairau.
Source: Alexander Mackay's plan, AJHR, 1874, G-6. As we noted for map 3, Mackay's delineation of the boundaries of the 1845 Crown grant was not accurate, but it is the closest available approximation.

1850–52—*continued*

Mathew Richmond, the Superintendent of Nelson, negotiated with western Te Tau Ihu Maori for the purchase of the Pakawau block and the entire west coast of the island. Overlapping claims to Pakawau were resolved by a large hui of 500 Maori at Nelson, after which a deed was signed and the money distributed as agreed by the tribes. Agreement could not be reached, however, on the purchase of the west coast, which Richmond abandoned with Grey's approval.

1853

As he was preparing to depart New Zealand, Governor Grey met with the Ngati Toa leaders in the North Island and pressed them to sell him all their interests everywhere in Te Tau Ihu. A deed was signed for this blanket purchase which recognised that resident rights-holders with 'conjoint' claims would need to have reserves made for them. The nature and extent of the reserves was to be up to the Government, and a hui would be held in Nelson to resolve matters. This was the beginning of the three-year Waipounamu purchase (see map 5).

1854

Land Purchase Commissioner McLean did not hold the promised hui at Nelson. He did visit briefly but left after signing a deed with two Ngati Hinetuhi chiefs (of Te Atiawa). Instead, he signed a second deed with Ngati Toa in the North Island and paid them the remainder of the purchase money, apart from what he had already paid to Te Atiawa living in Taranaki.

Richmond reported that resident Maori might reject the purchase, and he pleaded with McLean to come to Nelson and sort things out. Instead, McLean sent a surveyor and interpreter (Brunner and Jenkins) to eastern Te Tau Ihu to tell the resident right-holders that their land was sold, and to lay out (small occupation) reserves for them. This mission was largely unsuccessful, especially after the second Ngati Toa deed was signed.

1855–56

On his arrival in New Zealand, the new Governor (Gore Browne) discovered that the reportedly completed purchase was still unresolved. He and McLean finally went to Nelson to begin negotiations in late 1855.

In November 1855, McLean negotiated with western Te Tau Ihu tribes in Nelson, then travelled east to various centres of Maori occupation. A series of deeds were signed, with McLean inflexible on paying much lower prices than he had paid to Ngati Toa. He did agree, though very reluctantly, to the exclusion of three places – Taitapu, Wakapuaka, and Rangitoto – from the purchase.

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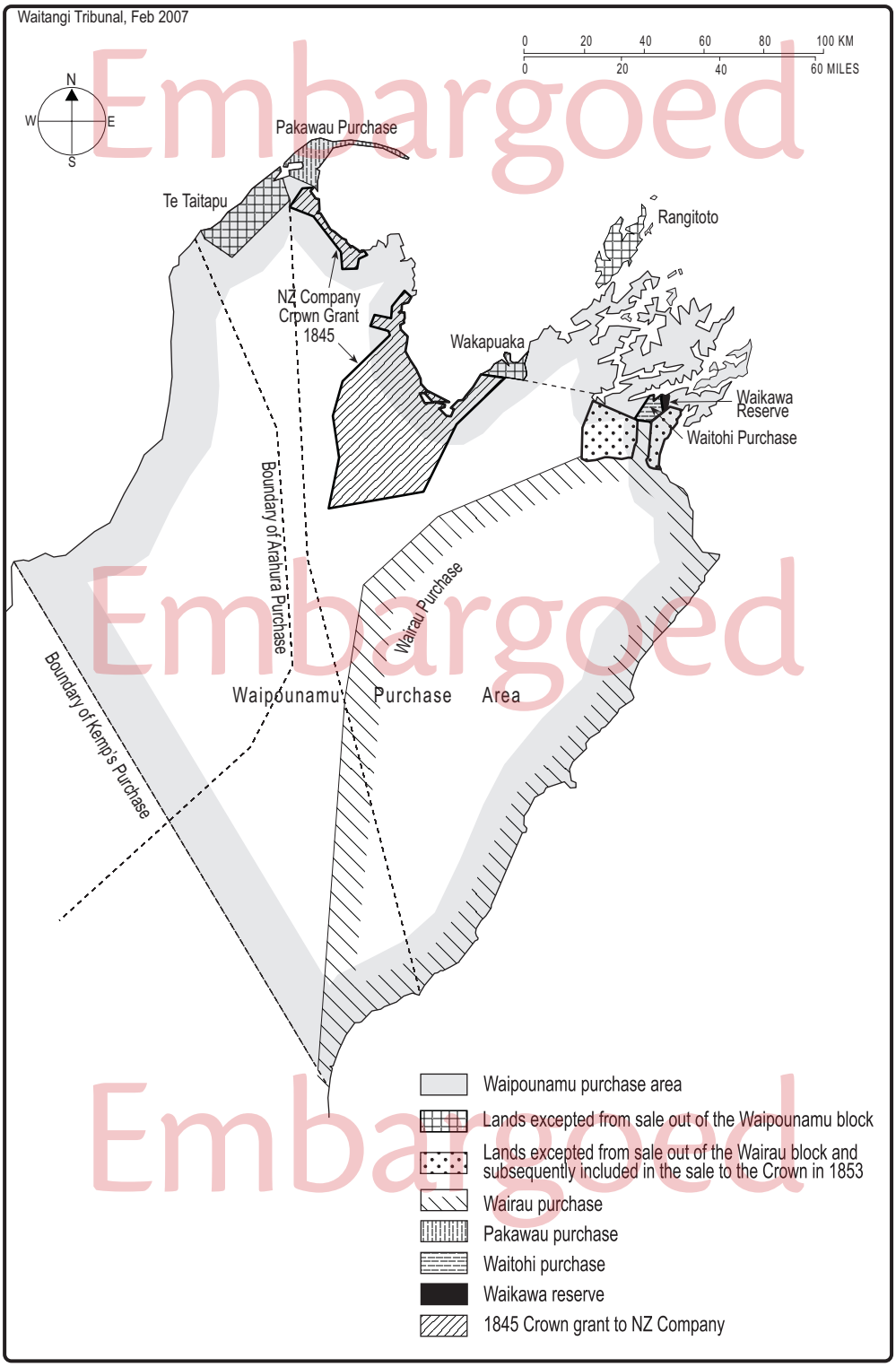
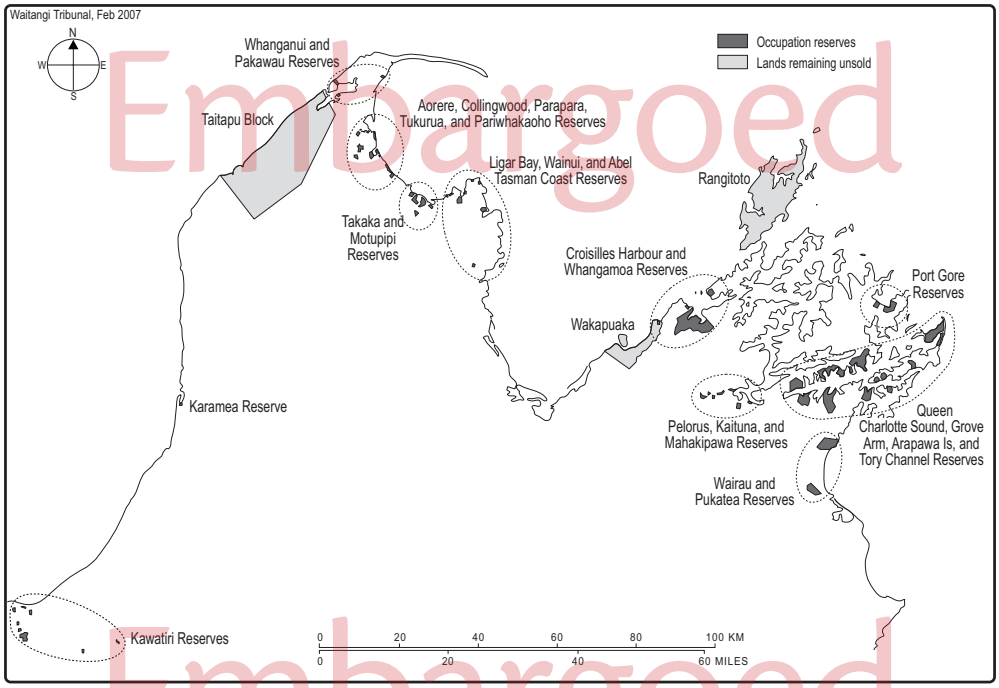


Map 5: The Waipounamu purchase. Source: Alexander Mackay's plan, AJHR, 1874, G-6.



Map 6: Occupation reserves and land remaining unsold, 1860. Source: Moira Jackson, 'Te Tau Ihu o Te Waka a Maui Overview Maps', maps commissioned by the Crown Forestry Rental Trust, 2000 (doc A81), map 13.

1855–56—*continued*

By the end of this process in 1856, which also involved compensating interests from the earlier Spain process, the Crown claimed to have extinguished all Maori customary interests in Te Tau Ihu, apart from those in Taitapu, Wakapuaka, Rangitoto, the tenths, and the new, Government-made, occupation reserves (see map 6).

Embargoed

Embargoed